

ATTACHMENT A. LETTERS OF SUPPORT

San Joaquin County Council of Governments

Member Agencies: Cities of Escalon, Lathrop, Lodi, Manteca, Ripon, Stockton, Tracy, County of San Joaquin

April 7, 1999

Mr. John B. Meek, Jr.
San Joaquin County Resource Conservation District
122 Monaco Court, #23
Stockton, CA 95207

Dear Mr. Meek:

The San Joaquin Council of Governments (COG) appreciates the opportunity to review your proposal to continue the Lower Mokelumne River Stewardship Program. San Joaquin COG is very supportive of your proposal and agrees that program will result in substantial benefits to anadromous fisheries production, aquatic habitats and riparian ecosystem integrity and diversity in our region.

The CALFED Bay-Delta Program's draft strategic plan for ecosystem restoration has identified several opportunities for river restoration in our region. Many of these opportunities are currently being pursued in the lower Mokelumne and Cosumnes rivers, including: the Army Corps of Engineers evaluation of ecosystem restoration and non-traditional flood damage; the San Joaquin Resource Conservation District's Lower Mokelumne Stewardship Program; The Nature Conservancy's management activities at the Cosumnes Preserve; and East Bay Municipal Utilities District's Lower Mokelumne habitat restoration efforts. These programs, when fully implemented, will provide substantial progress toward restoring the Sacramento-San Joaquin Bay-Delta ecosystem, as well as providing great benefits to the residents of Sacramento and San Joaquin counties.

Your program is critical to the success of all of our efforts on the Mokelumne and Cosumnes rivers, and forms an integral portion of the overall process to recover the ecosystem and support stable, self-sustaining populations of fish and wildlife species.

I offer the full support and cooperation of San Joaquin COG, and encourage other stakeholders in lower Mokelumne River region to support your efforts.

Sincerely,


JULIA E. GREENE
Executive Director

CALIFORNIA RANGELAND TRUST

April 2, 1999

Mr. John B. Meek, Jr.
San Joaquin County Resource Conservation District
122 Monaco Court, #23
Stockton, CA 95207

Dear Mr. Meek:

Thank you for the opportunity to review your proposal to continue the Lower Mokelumne River Stewardship Program. The California Rangeland Trust supports the ongoing implementation of a community-based watershed management plan that involves local agricultural producers and other stakeholders.

Locally driven stewardship efforts are vital to enhancing riparian vegetation and fisheries habitat while addressing the concerns of private landowners. Ultimately, programs like the Lower Mokelumne River Stewardship Program will most effectively address the need for ecological and economic health. Your program is critical to the success of the ongoing efforts in the Mokelumne and Cosumnes rivers and forms an integral portion of the overall process to recover the ecosystem and support stable populations of fish and wildlife species while providing valuable management tools for agricultural producers.

We support your efforts and look forward to working with you.

Sincerely,



Daniel K. Macon
Executive Director

-office-
California Cattlemen's Association
1221 H Street
Sacramento, CA 95814-1910
Phone: 916/444-2096 Fax: 916/444-2194

WOODBIDGE IRRIGATION DISTRICT

18777 N. LOWER SACRAMENTO ROAD

WOODBIDGE, CALIFORNIA 95258

(209) 388-8808

FAX: 388-8823

DIRECTORS
WILLIAM STOKES
PRESIDENT
ED LUCCHESI
VICE PRESIDENT
ADAM VAN EXEL
JOE COTTA, JR.
BILL SHINN

ANDERS CHRISTENSEN
MANAGER
SECRETARY/TREASURER
JIM SHULTS
SUPERINTENDENT

March 29, 1999

John B. Meek, Jr.
San Joaquin County Resource Conservation District
122 Monaco Court, #23
Stockton, CA 95207

Dear Mr. Meek:

We would like to take this opportunity to comment on your proposal for continuing the Lower Mokelumne River Stewardship Program with the Woodbridge Irrigation District. The District is supportive of such a community-based program that implements non-flow riparian rehabilitation and compatible land uses that enhance and protect the lower Mokelumne River. We have been impressed by the local support within the agricultural community for this project. Without the stewardship program the District would have to conduct substantial outreach efforts to gain public support for improvements planned for its water supply systems, including the planned Woodbridge Dam Replacement Project. The District and the Mokelumne river fishery also stands to benefit substantially from the stewardship plan because of voluntary reductions in non-point source pollution within the Mokelumne watershed.

Together with the City of Lodi's planned improvements along the lower Mokelumne River near Woodbridge, already in progress, the funding and implementation of your proposal will result in substantial further progress in achieving the CALFED Vision for the Mokelumne River.

I offer the District's full support and cooperation in developing the proposed plan and encourage other stakeholders in the lower Mokelumne River to support your efforts.

Sincerely,



Anders Christensen
Manager

Lodi Parks & Recreation Department

125 NORTH STOCKTON STREET • LODI, CALIFORNIA 95240

RECEIVED
APR - 5 1999

March 30, 1999

Mr. John B. Meek, Jr.
San Joaquin County Resource Conservation District
122 Monaco Court #23
Stockton, CA 95207

Dear Mr. Meek:

Thank you very much for the opportunity to review your proposal to continue the Lower Mokelumne river Stewardship Program. The Parks and Recreation Department is supportive of such a community-based program that implements non-flow riparian rehabilitation and compatible land uses that enhance and protect the lower Mokelumne River. We are currently involved in habitat improvements to Lodi Lake Park through our Cal/Fed program along the Mokelumne River. Without the stewardship program, the Department would have to conduct substantial outreach efforts to gain public support for such improvements.

I offer the Department's support and cooperation in developing the proposed plan. Please contact me, should you have any questions.

Sincerely,



Ron Williamson
Parks Director



Dwight Dauber
Parks Superintendent



Community
Alliance with
Family
Farmers

June 25, 1998

John B. Meek
San Joaquin County Resource Conservation District
1222 Monaco Court, #23
Stockton, CA 95207

Dear John,

The Community Alliance with Family Farmers supports the development of a community based watershed management plan for the lower Mokelumne River Watershed. A watershed planning process which involves the local agricultural community will complement other CAFF-sponsored activities in the area, especially our Biologically Integrated Orchard Systems (BIOS) program.

CAFF's BIOS program provides information and technical support to Central Valley almond and walnut growers who want to reduce their reliance on pesticides and synthetic fertilizers. The BIOS approach to orchard management includes techniques such as planting cover crops, using biological control for pest management, and creating on-farm habitat for beneficial insects and wildlife. CAFF currently sponsors an almond BIOS project in San Joaquin County. We have recently begun working with local walnut growers, some of whom farm in the lower Mokelumne River Watershed.

The San Joaquin BIOS project already enjoys collaborative relationships with many Mokelumne River Watershed stakeholders, including almond and walnut growers, pest control advisors, UC Cooperative Extension, East Bay MUD, the USDA Natural Resources Conservation Service and Delta College. These partnerships have enabled us to pool resources, services and outreach efforts to provide the maximum possible support to almond and walnut growers who want to farm with fewer chemicals.

It is our belief that the resource stewardship issues within the lower Mokelumne River Watershed can be most effectively addressed through a community based effort that involves the agricultural operators who farm in the watershed.

Sincerely,

Jim Klein
Program Director

CITY COUNCIL

KEITH LAND, Mayor
STEPHEN J. MANN
Mayor Pro Tempore
SUSAN HITCHCOCK
ALAN NAKANISHI
PHILLIP A. PENNINO

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
TEL. (209) 333-6700
FAX (209) 333-6807

H. DIXON FLYNN
City Manager

ALICE M. REIMCHE
City Clerk

RANDALL A. HAYS
City Attorney

April 8, 1999

Mr. John B. Meek, Jr.
San Joaquin County Resource Conservation District
1223 Monaco Court, #23
Stockton, CA 95207

Dear Mr. Meek:

Thank you very much for the opportunity to review your proposal to continue the Lower Mokelumne River Stewardship Program. The City is very supportive of the proposal and agrees that the program will result in substantial benefits to anadromous fisheries production, aquatic habitats and riparian ecosystem integrity and diversity.

The CALFED Bay-Delta Program's draft strategic plan for ecosystem restoration has identified several opportunities for river restoration. Many of these opportunities are currently being pursued in the lower Mokelumne and Consumnes rivers, including the Army Corps of Engineers evaluation of ecosystem restoration and non-traditional flood damage.

Cooperative actions such as your joint proposal to achieve and maintain these objectives are encouraged. These programs, when fully implemented, will provide substantial progress in restoring the Sacramento-San Joaquin-Delta ecosystems, as well as providing great benefits to the residents of the City of Lodi and San Joaquin County.

Your program is critical to the success of the ongoing efforts in the Mokelumne and Consumnes rivers and forms an integral portion of the overall process to recover the ecosystem and support stable, self-sustaining populations of fish and wildlife species.

I offer the City's full support and cooperation, and encourage other stakeholders in the lower Mokelumne River area to support your efforts.

Very truly yours,



H. Dixon Flynn
City Manager

CITY COUNCIL

JACK A. SIEGLOCK, Mayor
KEITH LAND

Mayor Pro Tempore
ROBERT J. JOHNSON
STEPHEN J. MANN
PHILLIP A. PENNINO

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1810
(209) 333-8702
FAX (209) 333-8807

H. DIXON FLYNN
City Manager
ALICE M. REIMCHE
City Clerk
RANDALL A. HAYS
City Attorney

July 2, 1998

Mr. John Meek, Jr.
President, SJCRCD
1222 Monaco Court, #23
Stockton, CA 95207

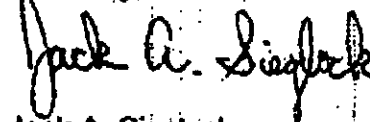
Dear Mr. Meek:

Thank you for consulting with the City of Lodi regarding the Lower Mokelumne River Watershed Stewardship Plan. The City Council, during its July 1, 1998, City Council meeting, unanimously voted to support the San Joaquin County Resource Conservation District's (SJCRCD) grant application to facilitate development of a community-based plan for the Lower Mokelumne watershed.

If you are successful in receiving the grant, we would appreciate the opportunity to participate in the development of the plan because of our interest in the Mokelumne River and its impacts to our region.

Thank you once again for including us in this preliminary process. Please do not hesitate to contact me should you have any questions.

Sincerely,



Jack A. Sieglock
Mayor

JAS/JSK/jmp

June 26, 1998

John B. Meek, Jr.
San Joaquin County Resource Conservation District
1222 Monaco Court, #23
Stockton, CA 95207

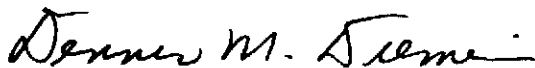
Dear Mr. Meek:

Thank you very much for the opportunity to review your proposal to develop a local, consensus-based watershed plan for the lower Mokelumne River. The District is supportive of such a community-based program that implements non-flow riparian rehabilitation and compatible land use activities to enhance and protect the lower Mokelumne River. The District's proposed Lower Mokelumne River Joint Settlement Agreement (FERC Project No. 2916-004), which provides protection and enhancement for the anadromous fishery and ecosystem of the lower Mokelumne River, encourages cooperative actions such as your proposal to achieve and maintain these objectives over time.

Together with the District's proposed Lower Mokelumne River Joint Settlement Agreement and the Woodbridge Irrigation District/City of Lodi's Lower Mokelumne River Restoration Program, which is already in progress, the funding and implementation of your proposal will result in substantial further progress in achieving the CALFED Vision for the Mokelumne River.

I offer the District's full support and cooperation in developing the proposed plan, and encourage other stakeholders in the lower Mokelumne River to support your efforts.

Very truly yours,



Dennis M. Diemer
General Manager

DMD:JMS:jms



San Joaquin County Resource Conservation District
1222 Monaco Ct #23
Stockton, CA 95207
April 14, 1999

Ms. Margit Arambu
Delta Protection Commission
14215 River Road
PO Box 530
Walnut Grove, CA 95690
FAX 776-2293


**RE: NOTIFICATION OF APPLICATION FOR CALFED FUNDING
FOR THE CONTINUATION OF THE LOWER MOKELUMNE RIVER
WATERSHED STEWARDSHIP PROGRAM**

Dear Ms. Arambu:

This letter is to inform you that the San Joaquin County Resource Conservation District is applying for a CALFED grant to continue the Lower Mokelumne River Watershed Stewardship Program. This three year program was initiated in 1999 under a one-year grant from CALFED. This CALFED funding application is intended to continue the program funding during years two and three of the program. A brief description of our proposal is provided below.

If you have questions, please call.

Sincerely,



John B. Meek, Jr.
President

Attachment

San Joaquin County Resource Conservation District
1222 Monaco Ct #23
Stockton, CA 95207
April 14, 1999

San Joaquin County Planning Department
1810 East Hazelton Avenue
Stockton, CA 95202
Fax: (209) 468-3163

**RE: NOTIFICATION OF APPLICATION FOR CALFED FUNDING
FOR THE CONTINUATION OF THE LOWER MOKELUMNE RIVER
WATERSHED STEWARDSHIP PROGRAM**

Dear Board of Supervisors:

This letter is to inform you that the San Joaquin County Resource Conservation District is applying for a CALFED grant to continue the Lower Mokelumne River Watershed Stewardship Program. This three year program was initiated in 1999 under a one-year grant from CALFED. This CALFED funding application is intended to continue the program funding during years two and three of the program. A brief description of our proposal is provided below.

If you have questions, please call.

Sincerely,


John B. Meek, Jr.
President

Attachment

San Joaquin County Resource Conservation District
1222 Monaco Ct #23
Stockton, CA 95207
April 14, 1999

Sacramento County Board of Supervisors
700 H Street
Sacramento, CA 95816
Fax: (916) 874-7593

**RE: NOTIFICATION OF APPLICATION FOR CALFED FUNDING
FOR THE CONTINUATION OF THE LOWER MOKELUMNE RIVER
WATERSHED STEWARDSHIP PROGRAM**

Dear Board of Supervisors:

This letter is to inform you that the San Joaquin County Resource Conservation District is applying for a CALFED grant to continue the Lower Mokelumne River Watershed Stewardship Program. This three year program was initiated in 1999 under a one-year grant from CALFED. This CALFED funding application is intended to continue the program funding during years two and three of the program. A brief description of our proposal is provided below.

If you have questions, please call.

Sincerely,



John B. Meek, Jr.
President

Attachment

San Joaquin County Resource Conservation District
1222 Monaco Ct #23
Stockton, CA 95207
April 14, 1999

Sacramento County Planning Department
700 H Street
Sacramento, CA 95816

**RE: NOTIFICATION OF APPLICATION FOR CALFED FUNDING
FOR THE CONTINUATION OF THE LOWER MOKELUMNE RIVER
WATERSHED STEWARDSHIP PROGRAM**

Dear Planning Department:

This letter is to inform you that the San Joaquin County Resource Conservation District is applying for a CALFED grant to continue the Lower Mokelumne River Watershed Stewardship Program. This three year program was initiated in 1999 under a one-year grant from CALFED. This CALFED funding application is intended to continue the program funding during years two and three of the program. A brief description of our proposal is provided below.

If you have questions, please call.

Sincerely,



John B. Meek, Jr.
President

Attachment

Attachment

San Joaquin County Resource Conservation District
1222 Monaco Ct #23
Stockton, CA 95207
April 14, 1999

County Board of Supervisors
San Joaquin County
222 East Webber Avenue, Room 701
Stockton, CA 95202
Fax: (209) 468-3694

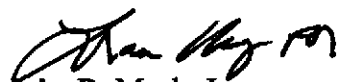
**RE: NOTIFICATION OF APPLICATION FOR CALFED FUNDING
FOR THE CONTINUATION OF THE LOWER MOKELUMNE RIVER
WATERSHED STEWARDSHIP PROGRAM**

Dear Board of Supervisors:

This letter is to inform you that the San Joaquin County Resource Conservation District is applying for a CALFED grant to continue the Lower Mokelumne River Watershed Stewardship Program. This three year program was initiated in 1999 under a one-year grant from CALFED. This CALFED funding application is intended to continue the program funding during years two and three of the program. A brief description of our proposal is provided below.

If you have questions, please call.

Sincerely,



John B. Meek, Jr.
President

Attachment

Attachment

The San Joaquin County Resource Conservation District is applying for a CALFED grant to continue the community-based watershed stewardship program for the lower Mokelumne River. Initiated and funded in FY99, this two-year continuation proposal includes three elements:

Preparation of a lower Mokelumne River watershed stewardship plan and implementation of priority watershed stewardship efforts. This local, community-based watershed stewardship program will allow for urban and agricultural land uses within the lower Mokelumne River watershed from Camanche Dam downstream to the Cosumnes River, while providing for natural resource protection and enhancement that most appropriately suits the needs, land uses, and values of the watershed residents. A watershed stewardship plan that brings together stakeholders provides a forum for information exchange and the development of sustainable watershed management practices. The community-based coalition that cooperates voluntarily to develop a watershed stewardship plan and participates in implementation will assure the plan's success. This program will ultimately protect, restore and maintain watershed health.

Implementation of an Environmental Farm Plan that encourages voluntary agricultural assessment and reduction of non-point source pollutants in the lower Mokelumne and Cosumnes watersheds. The Lodi-Woodbridge Winegrape Commission, located in the lower Mokelumne and Cosumnes watersheds, is North America's leading winegrape-producing region. The Commission is composed of 650 growers farming over 65,000 acres of vineyards. The Commission will use the Environmental Farm Plan model as a basis for the next stage of implementing an area-wide integrated farm program by developing comprehensive tools that will allow growers to quantitatively measure the level of integrated farm program adoption in their vineyards; develop action plans to address areas of environmental concern on their farms; and, assist growers in implementing these action plans. The main focal points of the environmental farm plan are reduction of non-point source pollution (e.g., pesticides and nitrate fertilizers) and riparian habitat preservation and restoration.

Continuation of biological monitoring along the lower Mokelumne River. A cooperative effort among California State University, Sacramento, Point Reyes Bird Observatory and East Bay Municipal Utility District will conduct point counts for neotropical birds in specific fixed locations along the lower Mokelumne River. Data will be collected during several seasons for 3 years, plotted in a Geographic Information System. This information will be used to allow land managers and residents to make informed decisions about habitat preservation, habitat restoration, and land management activities that sustain sensitive species within the watershed.

ATTACHMENT B.
COMPLIANCE WITH STANDARD TERMS AND CONDITIONS

Table D-1: Standard Contract Clauses and Related Proposal Submittal Requirements

Item ²	Standard Clauses and Proposal Requirements ³	Services, Consulting, Preconstruction, Research ¹					Public Works, Construction ¹				
		State	Federal	Public	Non-profit	Private	State	Federal	Public	Non-profit	Private
4100	Contracts With Public Entities			C					C		
4099	Service & Consultant Service Contracts with Nonpublic Entity				C	C				C	C
4099a	Additional Standard Clauses		C	C	C	C		C	C	C	C
4187	Interagency Agreements	C					C				
4247	Contracts with United States		C					C			
4197	General Conditions for Public Works Contracts								C	C	C
4196	Insurance Requirements								C	C	C
18	Nondiscrimination Construction Contract Specifications								C	C	C
4021	Bidders Bond or other Security (if contract value > \$107,000) ⁴									P	P
19	Nondiscrimination Compliance				P	P				P	P
807	Payment Bond								C	C	C
156	Performance Bond								C	C	C
4206	Non Collusion Affidavit								P	P	P
4186	Small Business Preference				P	P				P	P
n/a	Proof of Contractor's License									P	P
n/a	Certificate of Insurance								C	C	C

Legend: P = Submitted with Proposal.
C = Submitted or compliance required before or at time of final contract.

¹State: State of California agencies, including State (California) Universities. Federal: Federal agencies. Public: Public entities, such as city, county, other local government entities, resource conservation districts, and out-of-state public universities. Non-profits must also be registered with Department of General Services.

²Item numbering refers to documents following this table.

³All contract terms and standard clauses apply to any subcontracts made by Contractor.

⁴Types of security include cashiers check, cash, certified check, or bidder's bond in an amount equal to 10 percent of the proposal amount.

Agreement No. _____

Exhibit B

STANDARD CLAUSES - CONTRACTS WITH PUBLIC ENTITIES

Workers' Compensation Clause. Contractor affirms that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor affirms that it will comply with such provisions before commencing the performance of the work under this contract.

Nondiscrimination Clause. During the performance of this contract, the recipient, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40), or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Sections 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135 - 11139.5), and the regulations or standards adopted by the awarding State agency to implement such article. Contractor or recipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding State agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Recipient, Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Availability of Funds. Work to be performed under this contract is subject to availability of funds through the State's normal budget process.

Audit Clause. For contracts in excess of \$10,000, the contracting parties shall be subject to the examination and audit of the State Auditor for a period of three years after final payment under the contract. (Government Code Section 8546.7).

Payment Retention Clause. Ten percent of any progress payments that may be provided for under this contract shall be withheld per Public Contract Code Sections 10346 and 10379 pending satisfactory completion of all services under the contract.

Reimbursement Clause. If applicable, travel and per diem expenses to be reimbursed under this contract shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations. Contractor's designated headquarters for the purpose of computing such expenses shall be: _____.

San Joaquin County Resource Conservation District
1222 Monaco CT, Ste #23 Stockton, CA 95207

Drug-Free Workplace Certification. By signing this contract, the Contractor or grantee hereby certifies under penalty of perjury under the laws of the State of California that the Contractor or grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
2. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by terms of the company's statement as a condition of employment on the contract or grant.

This contract or grant may be subject to suspension of payments or termination, or both, and the Contractor or grantee may be subject to debarment if the department determines that: (1) the Contractor or grantee has made a false certification, or (2) the Contractor or grantee violates the certification by failing to carry out the requirements noted above.

Americans With Disabilities Act. By signing this contract, Contractor assures the State that it complies with the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Former State Employees: a) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. b) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

Drug-Free Workplace Certification. By signing this contract, the Contractor or grantee hereby certifies under penalty of perjury under the laws of the State of California that the Contractor or grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
2. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by terms of the company's statement as a condition of employment on the contract or grant.

This contract or grant may be subject to suspension of payments or termination, or both, and the Contractor or grantee may be subject to debarment if the department determines that: (1) the Contractor or grantee has made a false certification, or (2) the Contractor or grantee violates the certification by failing to carry out the requirements noted above.

Antitrust Claims. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. See Government Code Section 4552.

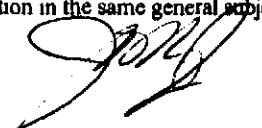
If an awarding body or public purchasing body received, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. See Government Code Section 4553.

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.


Americans With Disabilities Act. By signing this contract, Contractor assures the state that it complies with the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Corporate Qualifications To Do Business in California. Contractor must be currently qualified to do business in California as defined by the Revenue & Taxation Code, Section 23101 unless exempted. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California.

Former State Employees: a) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. b) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.



Agreement No. _____

Exhibit B
**ADDITIONAL STANDARD CLAUSES**

Recycled Materials. Contractor hereby certifies under penalty of perjury that 0 (enter value or "0" here) percent of the materials, goods and supplies offered or products used in the performance of this Agreement meets or exceeds the minimum percentage of recycled material as defined in Sections 12161 and 12200 of the Public Contract Code.

Severability. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

Governing Law. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

Y2K Language. The Contractor warrants and represents that the goods or services sold, leased, or licensed to the State of California, its agencies, or its political subdivisions, pursuant to this Agreement are "Year 2000 compliant." For purposes of this Agreement a good or service is Year 2000 compliant if it will continue to fully function before, at, and after the Year 2000 without interruption and, if applicable, with full ability to accurately and unambiguously process, display, compare, calculate, manipulate, and otherwise utilize date information. This warranty and representation supersedes all warranty disclaimers and limitations and all limitations on liability provided by or through the Contractor.

Child Support Compliance Act. For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance therewith, that:

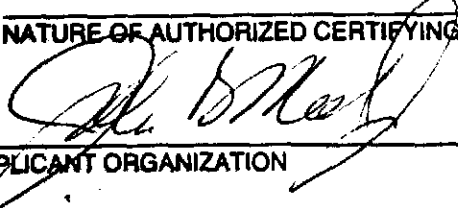
1. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
2. The Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

NATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE President
APPLICANT ORGANIZATION San Joaquin County Resource Conservation District	DATE SUBMITTED 4-15-99

NONDISCRIMINATION COMPLIANCE STATEMENT

H.R. 100, 1-80 R/C

COMPANY NAME

San Joaquin County RCD

The company named above (hereinafter referred to as "prospective contractor") hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 (a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME

John B. Meek Jr.

EXECUTED

April 13, 1999

EXECUTED IN THE COUNTY OF

Sacramento

PROSPECTIVE CONTRACTOR'S SIGNATURE

PROSPECTIVE CONTRACTOR'S TITLE

President

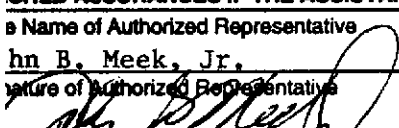
PROSPECTIVE CONTRACTOR'S LEGAL BUSINESS NAME

San Joaquin County Resource Conservation District

APPLICATION FOR FEDERAL ASSISTANCE

OMB Approval No. 0348-0043

1. DATE OF SUBMISSION: Application Construction <input type="checkbox"/> Non-Construction <input checked="" type="checkbox"/>		2. DATE SUBMITTED 4-15-99	Applicant Identifier San Joaquin County RCD
		3. DATE RECEIVED BY STATE	State Application Identifier
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

APPLICANT INFORMATION Name: San Joaquin County Resource Conservation Dist.		Organizational Unit:																														
Address (give city, county, State, and zip code): 1222 Monaco CT Ste. #23 Stockton, CA 95207-6742 San Joaquin County		Name and telephone number of person to be contacted on matters involving this application (give area code) John B. Meek, Jr. (209) 931-2587																														
EMPLOYER IDENTIFICATION NUMBER (EIN): 8-0376811		7. TYPE OF APPLICANT: (enter appropriate letter in box) <div style="display: flex; justify-content: space-between;"> <div> A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District </div> <div> H. Independent School Dist. I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify) _____ </div> </div> <div style="text-align: right; border: 1px solid black; padding: 2px; width: 30px; float: right;">G</div>																														
8. TYPE OF APPLICATION: <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision If other, enter appropriate letter(s) in box(es) Increase Award B. Decrease Award C. Increase Duration Increase Duration Other(specify): _____		9. NAME OF FEDERAL AGENCY:																														
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: <div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px auto;"></div> TITLE: Areas Affected by Project (Cities, Counties, States, etc.): Lower Mokelumne River Watershed, San Joaquin, Sacramento Counties		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Continuation of the Lower Mokelumne River Watershed Stewardship Program																														
PROPOSED PROJECT Start Date: 0 Ending Date: 3/01 a. Applicant: San Joaquin County RCD	14. CONGRESSIONAL DISTRICTS OF:																															
ESTIMATED FUNDING: \$654,000	16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE _____ b. No. <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW																															
<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>Grants</td><td>\$</td><td>00</td></tr> <tr><td>Grants</td><td>\$</td><td>00</td></tr> <tr><td>Grants</td><td>\$</td><td>00</td></tr> <tr><td>Grants</td><td>\$</td><td>00</td></tr> <tr><td>Grants</td><td>\$</td><td>00</td></tr> <tr><td>Grants</td><td>\$</td><td>00</td></tr> <tr><td>Grants</td><td>\$</td><td>00</td></tr> <tr><td>Grants</td><td>\$</td><td>00</td></tr> <tr><td>Grants</td><td>\$</td><td>00</td></tr> <tr><td>Grants</td><td>\$</td><td>00</td></tr> </table>	Grants	\$	00	Grants	\$	00	Grants	\$	00	Grants	\$	00	Grants	\$	00	Grants	\$	00	Grants	\$	00	Grants	\$	00	Grants	\$	00	Grants	\$	00	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes If "Yes," attach an explanation. <input checked="" type="checkbox"/> No	
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I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE APPLICANT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ESTABLISHED ASSURANCES IF THE ASSISTANCE IS AWARDED.																																
a. Name of Authorized Representative John B. Meek, Jr.	b. Title President	c. Telephone Number (209) 931-2587																														
Signature of Authorized Representative 		e. Date Signed 4-13-99																														

BUDGET INFORMATION - Non-Construction Programs**SECTION A - BUDGET SUMMARY**

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Continuation Grant		\$	\$	\$654,000	\$	\$654,000
2.						
3.						
4.						
5. Totals		\$	\$	\$654,000	\$	\$654,000

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1) Element 1	(2) Element 2	(3) Element 3	(4)	
a. Personnel	\$ Watershed Plan \$15,750	Env. Farm	\$ Neotr. Bird	\$	\$15,750
b. Fringe Benefits	\$3,675				\$3,675
c. Travel					
d. Equipment	\$4,200				\$4,200
e. Supplies	\$6,500				\$6,500
f. Contractual*	\$196,875	\$378,000	\$49,000		\$623,875
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)	\$227,000	\$378,000	\$49,000		
j. Indirect Charges					
k. TOTALS (sum of 6i and 6j)	\$227,000	\$378,000	\$49,000	\$	\$654,000
7. Program Income	\$ 00.00	\$ 00.00	\$ 00.00	\$	\$ 00.00

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Prescribed by OMB Circular A-102

* RCD has no staff positions - all positions are independent contractors with the exception of Board Members

SECTION C - NON-FEDERAL RESOURCES				
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8.	\$	\$	\$	\$
9.				
10.				
11.				
12. TOTAL (sum of lines 8 - 11)	\$	\$	\$	\$

SECTION D - FORCASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal (This proposal)	\$ 336,000	\$ 84,665	\$ 81,985	\$ 84,085	\$ 85,265
14. NonFederal					
15. TOTAL (sum of lines 13 and 14)	\$ 336,000	\$ 84,665	\$ 81,985	\$ 84,085	\$ 85,265

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT				
(a) Grant Program	FUTURE FUNDING PERIODS (Years)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16.	\$ 336,000	\$ 318,000	\$	\$
17.				
18.				
19.				
20. TOTAL (sum of lines 16-19)	\$ 336,000	\$ 318,000	\$	\$

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges:	22. Indirect Charges:
23. Remarks:	